

A grayscale map of Europe serves as the background for the title. The map shows major geographical features like rivers, coastlines, and some place names, though they are faded. The title text is overlaid on this map.

Private Insurers & Unpaid Holocaust-era Insurance Claims

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DEBORAH SENN
Washington State Insurance Commissioner



Executive Summary

The resolution of unpaid insurance claims arising from the WW II Holocaust in Central and Eastern Europe involves addressing insurers' contentions that the confiscation of their assets in those regions by Communist regimes in 1945 or after relieves them of any liability.

This report explains why post-WW II government seizures of insurance assets do not alter a policyholder's (or their heirs') right to collect proceeds due them from insurers as the result of a death or property loss that occurred earlier at the hands of the Nazis.

Significant Findings

1. The pre-World War II private insurance market in Europe was dominated by multi-national companies that routinely moved assets and premium income across national boundaries into their headquarters in Germany and Italy, or out of Europe entirely. Those assets were never subjected to nationalization.

- While there were variations in insurance markets across Europe, a significant portion of the market was controlled by Italian and German insurers who sold policies to Holocaust victims with claims that remain unpaid today.
- Many of the policies sold to Holocaust victims were redeemable anywhere in the world, a key selling point to their pre-WW II purchasers who feared political upheavals in their home countries. This was unequivocal proof the insurers were prepared to pay claims with assets based outside the Eastern and Central European countries where they were sold.
- The movement of funds from German and Italian-owned branches, subsidiaries or "colonized" carriers in Nazi-conquered territories into Germany and Italy continued as the Axis powers overran Europe. Those assets also escaped post-WWII nationalization by Communist governments.
- Private insurers headquartered in Germany and Italy actively cooperated with Axis regimes (and profited from that cooperation) during the Holocaust to loot insurance owned by Jews and other targeted groups.
- Reinsurance companies and dominant Axis insurers received a portion of premium income directly when they absorbed carriers in occupied Europe during WW II. These assets were never nationalized by Communist governments after the war and have never been accounted for.

2. Insurers that sold policies to Holocaust victims became obligated legally and financially prior to the end of WW II and the post-war nationalization process in Eastern Europe. Reserves backing unpaid Holocaust-era policies were not used to pay rightful beneficiaries when the relevant “insurance event” (the death or property loss of a policyholder or the maturity of a policy) occurred, but instead may have been improperly paid out or converted to corporate profits.

- Many life insurance policies were cancelled or reduced in value for non-payment of premiums beginning in 1940, when their owners were deported to Holocaust ghettos and death camps. It was then that the policies’ values were lost to their owners. It was then that carriers were released from maintaining part or all of the reserves to back those policies.
- Since reserves were released from backing the policies of Holocaust victims, they were not part of any company assets that would have been “nationalized” by a post-WW II Communist government.

3. Companies that sold insurance before World War II to Holocaust victims are among the world’s largest today. They operate either directly or through subsidiaries in the United States and are subject to regulation in the U.S.

- Recent U.S. case law involving Cuban and Vietnamese insurance customers holds that an insurer or bank is liable to pay a policyholder claim, notwithstanding any government nationalization abroad.
- Several U.S. courts have held that the legal principle prohibiting judging the acts of another government -- the “Act of State” doctrine -- does not prohibit recovery of confiscated insurance policies or bank accounts, notwithstanding nationalization.
- A ruling called the “Bernstein Exception” permits U.S. courts to ignore state confiscations and to restore property to victims because the U.S. executive branch of government gave specific authorization to do so.

4. Since Communist expropriation of insurance assets in Central and Eastern Europe occurred after World War II, they are not connected to events that occurred during and before the war – specifically the deaths and property losses of Holocaust victims. Therefore, a process to resolve unpaid Holocaust-era insurance claims and pay rightful claimants the full value of what is owed them can be implemented immediately.

- Identifying specific insurer and reinsurer liabilities based on their business activities during the Holocaust era.
- Opening insurer records to determine the status and ownership of Holocaust-era policies and claims that have never been paid to policyholders or heirs.

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Introduction

Victims of the World War II Holocaust and their heirs have long been denied payment for their life insurance claims by companies asserting that the assets backing such policies (see Appendix A) were nationalized by the post-war Communist governments of Central and Eastern Europe.

This paper documents why those assertions are wrong.

First, the key “insurance events” – that is, the deaths or property losses of those covered – occurred during the Holocaust, long before Communist governments were created in the former Nazi-conquered lands. Asset expropriation there is unrelated to these “events.”

Second, European insurers who sold policies to Holocaust victims routinely moved both assets and premium income across national boundaries before and during WW II, far from any of the areas that later fell under Communist rule. In other words, insurers transferred significant sums earned from the victims of the Nazis and Fascists into the safety of Germany, Italy and beyond well before post-1945 Communist nationalizations.

Unpaid Holocaust-era insurance claims dating from the Holocaust may arise from policies sold over a half century ago, but the issuing insurers are today among the world’s largest, now operating either directly or through subsidiaries in the United States. These corporations are subject to U.S. regulation and laws.

Since post-war Communist confiscation of insurance assets is not connected to Holocaust-era insurance claims that remain unpaid, a process should be implemented immediately to resolve those claims.

Section I

European Life Insurance in the 1930s

The pre-World War II private insurance market in Europe was dominated by multi-national companies that routinely moved assets and premium income across national boundaries into their headquarters in Germany and Italy, or out of Europe entirely. Those assets were never subjected to nationalization.

By the 1930s, insurance was a well-established, sophisticated industry that played an important role in the European economy. Insurance was a popular investment vehicle both for the wealthy and persons of modest means.

In addition to conventional life and property coverage, many carriers marketed insurance products designed as a hedge against unstable economic conditions and fluctuating currencies. These endowment-type policies promised beneficiaries dependable dividends for marriage dowries, old age living expenses and funerals.

By 1939 each household in Germany held, on average, two insurance policies. The most common “lines” of insurance in that country that year were:

- Whole life, purchased directly or through group plans
- Annuity or endowment products like dowry insurance
- Commercial (business) insurance
- Property and casualty insurance
- The relatively new product, auto insurance.

Insurance in pre-WW II European Jewish Communities

Insurance policies were commonly held and favored assets among European Jews in the decades preceding WW II. In addition to affording protection against loss or injury to life and property, insurance was widely perceived by Jews as a sound means of saving and investment, an issue of heightened concern to a vulnerable minority group.

Across Europe, Jews were more likely than the population in general to purchase insurance, due to their relatively high socioeconomic standing. Jewish family breadwinners were more likely to be self-employed business owners and professionals who purchased insurance directly from agents, rather than through group or workplace plans.

The anecdotal evidence is that Jewish families were more likely to purchase larger-than-average policies.

Foreign Carriers in Central and Eastern Europe

Many Holocaust-era life insurers were large corporations with diversified international business interests and decades of experience in foreign markets.

In direct business alone, these so-called “foreign” carriers held major positions in all Central and Eastern European markets in the pre-WW II period (see Table 1 below and Table 2, Page 5).

Foreign companies – particularly German and Italian conglomerates – also gained “cloaked” profits and market influence through their stock control of local or “domestic” firms, and through domination of the reinsurance business (see Appendix B).

Table 1:
Direct Business of Foreign Life Insurers in Central and Eastern Europe

Country	Year	Market share of foreign companies	Leading Foreign Insurer
Poland	1937	32%	Generali
Czechoslovakia	1937	33%	Generali
Hungary	1939	27%	Generali
Yugoslavia	1936	37%	Riunione*
Rumania	1939	18%	Riunione*

** Riunione Adriatica di Sicurtà S.p.A (RAS) now owned by Allianz Versicherungs, AG*

Average amounts of foreign-written policies were over 60% greater than those of private, domestic-incorporated companies, and over 300% greater than policies sold by public institutions. Foreign carriers were the preferred insurance providers for Poland’s large Jewish population.

In addition to the “direct business” that Europe’s largest insurers conducted in foreign countries (that is, selling policies under their own names), they

**Table 2: Selected Firms Active in
Central and East European Countries, 1938**
Includes Life and Property/Casualty Insurance Companies

Insurance Company	From	Czech.	Poland	Hungary	Bulgaria	Yugoslavia	Rumania	Greece
Aachener	Germany		x					x
Agrippina	Germany	x						
Alliance	Britain		x	x	x			x
Allianz	Germany							x
Anglo-Danubian Lloyd	Austria			x				
Anglo-Elementar	Austria	x		x				
Badische Assekuranz	Germany	x		x				x
Baloise (Fire)	Switz.				x			x
Basler (Fire)	Switz.	x		x		x		
Commercial Union	Britain			x		x		x
Concordia	Germany	x						
Der Anker Allgemeine	Austria	x		x		x		
Donau	Austria	x		x				x
Economic	Britain			x				x
Erste Allgemeine	Austria			x				
Erste Einbruch	Austria	x		x				
Erste Wiener	Austria			x				
Fiume	Italy			x				x
Assicurazioni Generali	Italy	x	x	x	x	x		x
Guardian	Britain			x				x
Helvetia	Switz.	x						x
Internationale Unfall	Austria			x		x		
Istituto Nazionale	Italy							x
Liverpool/London/Globe	Britain			x				x
London and Lancashire	Britain			x				
Mannheimer	Germany	x						x
Nationale Incendie	France				x	x		
National Vie (Life)	France				x			x
Nordstern	Germany				x			
Norwich Union (Fire)	Britain						x	x
Phoenix	Britain				x			x
Prudential	Britain		x					x
Riunione Adriatica	Italy	x	x	x	x	x	x	x
Royal Exchange	Britain		x	x		x	x	x
Sun	Britain						x	x
Swiss National	Switz.	x						x
l'Union Incendie	France				x			
Union Vie	France				x	x		x
Victoria (Fire)	Germany			x			x	
Victoria (Life)	Germany	x		x	x		x	x
Wechselseitige	Austria			x				
Wiener Allianz	Austria			x	x			x
Wurttembergische	Germany	x		x				

often had significant financial interests in, or close operating relationships with “domestic” companies in those same countries.

This aspect of the industry was particularly notable in Central and Eastern Europe. *Generali* of Italy had offices selling policies directly to consumers in Czechoslovakia, Poland, Hungary, Bulgaria, Yugoslavia and Greece. It also held interests or relationships in several domestic retail insurers in each of those countries, as well as in Austria, Rumania and Latvia.

Table 3, page 7, shows a partial list of these connections.

Variations in Pre-WW II National Markets

While some countries, notably The Netherlands, supported a large number of direct insurers with no particular company holding a preeminent position, a more common national pattern found a limited number of companies holding large shares of the market across different types of insurance.

This concentration was most evident in Germany itself, where the life insurance company *Allianz* (founded in 1890 as the direct insurance arm of Munich Reinsurance), *Victoria* of Berlin and several other firms dominated that field.

In Greece, several foreign firms, including *Generali* and *Victoria*, dominated the life and property insurance business. They concentrated marketing on the Jewish community of Thessaloniki, one of the oldest Jewish settlements in Europe, with a prosperous pre-Holocaust population of over 50,000. Many Thessaloniki Jewish clients trusted large, international companies rather than smaller Greek insurers.

By 1938, 1.5 million Czechoslovakians were covered by life insurance of some kind. These policies were mostly of modest size and sold predominantly by domestic companies. The largest was *Slavia*, which by 1936 collected twice as much gross annual premium income as its nearest competitor. However, it was foreign insurers who sold the largest and most profitable life policies in pre-WW II Czechoslovakia.

After *Slavia*, the next three largest companies in the Czechoslovakian market were foreign: the German insurer *Victoria*, *Generali* of Italy and another

**Table 3: Relationships between Select Foreign Insurers
and Domestic Insurance Companies in Central/Eastern European, 1938**

Foreign Company	Interest In	Domestic Company	Relationship
Compagnie European	Hungary	Franco-Hungarian*	Foreign had Board Representation
Der Anker (Swiss Re)	Hungary	Turul Magyar	Domestic was Associate Office of Foreign
Donau (Vienna)*	Rumania	Agronomul	Foreign had Board Representation
Generali	Bulgaria	Vitocha	Domestic was Associate Office of Foreign
	Czechoslovakia	Moldavia-Generali	"Working Arrangement Abroad"
	Czechoslovakia	Sekuritas	Domestic was Associate Office of Foreign
	Hungary	Central European and Minerva	Foreign had Board Representation
	Hungary	Providentia	Foreign had Board Representation
	Poland	Polonia	Domestic was Associate Office of Foreign
	Rumania	Generala Societe Romana	Foreign had Board Representation
	Rumania	Dacia-Romania	Board Representation
	Yugoslavia	Sava	40 percent shareholding
	Latvia	Rigas Unions	Generali Guaranteed Rigas Union's life insurance
Istituto Nazionale (Italy)	Hungary	Astra	Domestic was Associate Office of Foreign
La Concorde*	Rumania	Generala Societe Romana	Foreign had Board Representation
Magdeburger Reinsurance	Rumania	Agronomul	Foreign had Board Representation
Mannheimer	Hungary	Hungarian Life and Annuity	Foreign had Board Representation
Munich Reinsurance	Bulgaria	Orel	Foreign had Board Representation
	Czechoslovakia	Domov and Slovakia	Domestic was Associate Office of Foreign
	Hungary	Franco-Hungarian*	Foreign had Board Representation
Phoenix Allgemeine (Vienna)	Hungary	Providentia	Foreign had Board Representation
Phoenix Life (Vienna)	Czechoslovakia	Domov and Slovakia	Domestic was Associate Office of Foreign
Prudential (Britain)	Poland	Prudential Warsaw	Domestic was Associate Office of Foreign
Riunione Adriatica	Bulgaria	Le Phenix Bulgare	Domestic was Associate Office of Foreign
	Czechoslovakia	Ceskoslovenska Akciova	Domestic was Associate Office of Foreign
	Hungary	Fonciere	Controlling Interest
	Poland	Piast	Domestic was Associate Office of Foreign
	Rumania	Dacia-Romania	Foreign Board Representation (by 1943)
	Rumania	Agricola-Fonciere	Foreign had Board Representation
Svea (Sweden)	Hungary	Hungarian Life and Annuity	Foreign had Board Representation
Swiss Reinsurance	Poland	Vita – Anchor (Vita-Kotwica)	Foreign had Board Representation
Victoria of Berlin	Czechoslovakia	Labe	Domestic was Associate Office of Foreign
Wiener Reinsurance	Hungary	Hungarian Life and Annuity	Foreign had Board Representation
Zurich Allgemeine Unfall	Czechoslovakia	Merkur	Domestic was Associate Office of Foreign
[unknown French company]	Bulgaria	Bulgaria Reinsurance	Board Representation/ownership
	Bulgaria	Bulgaria General	Board Representation/ownership

Italian firm, Riunione Adriatica di Sicurta (RAS). The combined premiums of Victoria and Generali in fact exceeded Slavia's income in the mid-1930s.

Again, according to anecdotal evidence, Jewish clients made up a high percentage of the clientele of these foreign carriers.

Poland had a long tradition of "public-law" insurance enterprises, which initially sold compulsory fire insurance in urban communities in the late 1800s. These later expanded into life insurance, and by the late 1930s represented the largest sector of the life field.

By 1938, a significant number of private stock companies, both domestic and foreign-owned, competed for premium income with those public companies. Foreign insurers in Poland sold policies with significantly greater face value than domestic insurers.

International Redemption Clauses

A particularly attractive feature for many insurance consumers in pre-Holocaust Eastern Europe was the fact that the policies they purchased from insurers like *Generali* included clauses guaranteeing that claims would be paid not only in local currency, but could also, at the policyholder's option, be paid in gold or U.S. dollars anywhere in the world.

Those redemption clauses offer unequivocal proof that insurers were prepared to pay claims with assets outside the Eastern and Central European countries where this insurance was sold at any time in the future, no matter where they were originally purchased.

Erna Gans and her family fled Silesia (then in Poland) to the city of Lwow (Lemberg) in 1939. They were imprisoned in ghettos and a series of concentration camps.

Ms. Gans' father had purchased a \$5,000 dowry policy, denominated in gold-backed dollars, from Reunione Adriatica at the time of her birth.

She survived the war, but when she attempted to obtain those funds with the help of an uncle in 1952, she was informed the company would not pay because of the post-war Communist government's nationalization of insurance holdings.

Erna Gans served as President of the Holocaust Memorial Foundation of Illinois. Her claim was still not paid at the time of her death in April 1999.

Section II

Axis Domination of European Insurance during WW II

“Aryanization” of Insurance Companies in Axis-Conquered Europe

An important feature of Nazi/Fascist economic domination of the conquered lands of Central and Eastern Europe was the absorption of the large reserve funds and other assets owned by domestic insurers.

This was accomplished by allowing favored companies based in Germany and Italy to “colonize” markets in the new Axis-dominated territories.

As the Axis powers overran Europe, the holdings of British and domestic companies in occupied countries were divided between the large Axis conglomerates (see Table 4, Page 14).

The most profitable and stable sectors of occupied Europe’s local insurance markets were usually the first to be “Aryanized” after conquest, either through direct takeovers of targeted companies, or with rules forcing local insurers to comply with Nazi edicts in ways that benefited the German war economy.

This included requiring the use of German and Italian reinsurers, enabling the immediate transfer of a portion of premium revenues to Germany and Italy.

Favored Axis enterprises absorbed the entire portfolios – including the liabilities and obligations – of dozens of domestic insurers across Eastern and Central Europe that were forced by the Nazis to liquidate. Some had a significant number of Jewish policyholders who subsequently perished in the Holocaust. The fate of their policies and assets remains unaccounted for. Claims arising from these companies were not covered by post-war restitution programs supported by the West German government.

Table 4:
Foreign Takeovers in Insurance: Selected Examples
in Occupied Countries During Axis Expansion

Company	Date	Country	Took Over Company/Policies of
Allianz	1939	Austria	Various Local Insurance Associations
	1940	France	Various French and English Insurers
	1941	Poland	Patria
	1943	Rumania	Transylvania
	1943	Hungary	Various companies
Generali	1938	Czechoslovakia	Linde
	1938	Czechoslovakia	Boehmische-Maehrische
	1938	Czechoslovakia	Merkur
	1938	Czechoslovakia	Fonciere
	1938	Czechoslovakia	Moldavia
	1941	Poland	Generali-Port-Polonia*
	1942	Hungary	Various British
	1943	Hungary	former Phoenix Life portfolio**
Victoria	1938	Czechoslovakia	Elbe Schaden
	1939	Poland	Florjanka
	1940	France	Various
	1940	Belgium	Various
	1941	Poland	Polish Europe AG
	1943	Czechoslovakia	Elbe Leben
	1943	Austria	Der Anker
Colonia	1942	Hungary	Allgemeine Elementar***
Deutscher Ring	1941	Poland	Vita-Kotivicia
Nordstern	1943	Hungary	First Hungarian

* by Generali subsidiary Erste Allgemeine

** Generali was one of several companies to take over former Phoenix Life policies

*** business previously held by Commercial Union of Britain

German and Italian Insurance Profits in Conquered Lands

Allied military intelligence documents and contemporary trade publications confirm that during WW II German and Italian insurers reaped enormous financial benefits from the major consolidation of all lines of the insurance business in the conquered lands of Eastern Europe.

The number of policies in force and premium income for the largest or most-favored companies, including *Allianz*, *Victoria*, *Generali* and *Reunione*, increased dramatically, while total reported assets expanded faster than liabilities.

Specific examples:

- By 1944 *Generali* was describing its position in Romania as one of “absolute preeminence.”
- In the rump Slovak Republic, all insurance business was taken over by just 12 firms, half of which were foreign.
- The Polish industry was put completely in the hands of German and Italian companies, which absorbed former British and Polish-owned assets.
- In Hungary, the two leading Italian companies, *Generali* and *Reunione*, earned more than 20% of total life premium income in 1940. Over the next few years, the benefits of “Aryanization” - the annexation and business confiscation of domestic Hungarian companies and British interests - accrued chiefly to these Italian firms.

Accumulation, regulation and transfer of insurance assets by Italian and German firms during the period of 1940-45 was conducted in the highly favorable legal and political environment that prevailed under Nazi rule.

Key Nazi party functionaries with insurance backgrounds were appointed to positions overseeing insurance matters within the various countries in the Axis orbit.

Axis Control of Insurance Markets through Reinsurance

Reinsurance is the way carriers acquire sufficient reserves to back their policies (see Appendix B). In return for this outside backing, the reinsuring entity receives a portion of premium income paid to the carrier by the policyholder.

Insurers claiming that their life insurance premium reserves were nationalized by Communist governments after 1945 most likely had entered into standard reinsurance contracts (called “treaties”) before and during WWII with foreign reinsurers.

As a result, significant amounts of premium income were sent directly to reinsurance companies or syndicates based in Germany or other West European countries before and during WW II. Those assets escaped nationalization after 1945.

In other instances, portions of premium income probably were transferred to the insurers' home offices outside Eastern Europe and then into risk pools in which they directly participated with other carriers. These funds were not subject to Communist expropriation after the war.

Compared to companies that sold insurance directly, European reinsurers operated under far less stringent regulations. In some countries, they were not required to maintain any cash reserve deposits.

After 1939, the largest German and Italian reinsurance companies, along with Swiss and Swedish reinsurers, formed a cartel to take over the non-life reinsurance market in Nazi-occupied Europe. A similar pattern prevailed in life insurance markets.

In collaboration with their reinsurers, the dominant life carriers in Nazi and Fascist Europe reaped substantial profits from many smaller domestic companies that wrote most of the direct life and other insurance business in the conquered lands.

Axis-based firms also benefited from Nazi regulations forcing domestic companies to enter into reinsurance contracts giving them legal, financial and administrative control over those insurers in the conquered countries.

In some cases, Axis companies, such as *Generali* and *Allianz*, assumed the role of reinsurers themselves and exercised effective control over smaller insurers.

The issue of reinsurers' liability for Holocaust-era claims can be clarified by examining the reinsurance relationships of that era, the nature of those "treaties" - contractual agreements - and the amounts of money that passed into the hands of reinsurers before Eastern European "nationalization" ever occurred.

Documents relating to pre-WW II reinsurance treaties, particularly those involving large British reinsurance syndicates, promise to yield detailed information about the direct insurers, their portfolios and the market patterns prevailing during the Holocaust.

Wartime reinsurance records in Switzerland and Sweden also represent a potentially rich source of information.

Section III

Insurance Company Obligations Prior to Nationalization

Insurers that sold policies to Holocaust victims became obligated legally and financially prior to the end of WW II and the post-war nationalization process in Eastern Europe. Reserves backing unpaid Holocaust-era policies were not used to pay rightful beneficiaries when the relevant “insurance event” (the death or property loss of a policyholder or the maturity of a policy) occurred, but instead may have been improperly paid out or converted to corporate profits.

Nazi oppression in Reich lands and the territories annexed or militarily occupied by the Reich between 1938 and 1945 massively disrupted routine insurance transactions such as premium payments and benefit payouts to policyholders. This resulted in large-scale cancellation of policies, involuntary conversion to reduced status and the widespread plundering of cash values, enriching the Nazi regime.

These critical “insurance events” determining the status of Holocaust-era policies took place well before the end of the war and subsequent nationalization decrees affecting private insurance companies in eastern and central Europe. These events centered around the legal repression of Jews and other targeted victims of Nazism, first in Germany itself and then in areas where the Nazi regime achieved political or military domination.

Nazi Confiscation of Privately-held Insurance Assets

Confiscated Jewish assets throughout Europe were a significant source of wealth for the Nazi regime. Elaborate administrative procedures were established to confiscate these assets and personal property of Jews and others imprisoned or deported before and during WW II.

Historical research and the efforts of individual families to trace their assets have established several key facts about the role of private insurance

companies during that time:

- Private insurers in Eastern and Central European markets participated in elaborate, coordinated schemes to confiscate insurance-related assets of Jews, political prisoners and other persecuted groups and then transferred them to state control.
- After insurers calculated the up-to-date cash value of targeted policies, the Nazi regime collected the assets. Policies confiscated in this way were no longer considered “in force” and the contract was terminated.
- In some cases, companies benefited directly by assessing fees or penalties on such “transactions.”
- The cash values of an unknown number of life policies owned by Holocaust victims not confiscated by the state were subsequently absorbed into the profits of German and Italian-owned companies.
- Companies also enriched themselves by retaining and not refunding pre-paid or unearned premiums on large numbers of **non-life** policies cancelled as a result of anti-Jewish laws. Those included property and theft, accident, private health coverage through individual and group plans, and a wide range of specialty insurance, such as automobile coverage. These assets have never been accounted for.

The parents of Margaret Zentner, a native of central Germany, sought to provide financial security for her, their only child, with an annuity policy purchased in the 1920s from the German insurer, *Allianz*.

The Zentner family was deported from Germany in 1941 to the *Terezin* ghetto and forced then to turn over all their assets, including the insurance policy. Ms. Zentner’s policy matured while she was imprisoned. Having survived the horrors of *Terezin* and a succession of Nazi labor camps, she attempted to collect on her annuity. *Allianz* denied her claim, saying the policy proceeds were paid to Hitler’s SS during the war and the company was released from any further responsibility.

Ms Zentner subsequently learned that in the 1950s, *Allianz* incorrectly reported to the West German government she had cancelled the policy in 1942.

Confiscation in Germany and Austria

As their status and rights deteriorated under Nazism beginning in 1933, Jews were subjected to harsh economic restrictions that affected their freedom to collect or use proceeds from insurance policies. Laws limiting possession of foreign currency served as a prelude to outright state confiscation of insurance assets. Insurance policies originally promising payments in stable foreign currencies like Swiss Francs, U.S. dollars or a gold standard were subject first to currency devaluation, resulting in the loss of real value. Then in 1938, insurance proceeds were subject to mandatory currency conversions to *Reichsmarks*.

Some German Jews experiencing financial hardship attempted to convert their life insurance policies to “reduced paid-up” status. Others sought to cash in life policies for redemption values in order to pay the heavy tax on net worth placed on persons leaving the country (“*Reichsfluchtsteuer*”). These proceeds, along with other assets of persons desiring to emigrate, were required under law to be deposited in blocked accounts in Germany pending payment of all obligations to the state. Once they left the country, emigrants were not able to access these funds or protect them from state confiscation.

After April 1938, German Jews were required to report to the Nazi authorities all their property and personal valuables, including insurance policies. These comprehensive property declarations enabled the regime to seize the assets of German Jews. After the 1938 *Anschluss* –the annexation of Austria – this technique was used to seize the assets of Jews in that country as well. First to suffer those losses were individuals who “voluntarily” left the country. Later victims were the many hundreds of thousands who were deported to ghettos, concentration and labor camps.

The economic persecution of Jews worsened dramatically in the aftermath of *Kristallnacht*, the state-sponsored campaign of violence against Jews and Jewish property in November 1938. As a result of industry and government collusion, the regime ordered any insurance proceeds related to *Kristallnacht* transferred to the state, officially sanctioning the denial of all damage claims by Jewish property owners. As a result, insurers paid out only a small portion of the estimated total *Kristallnacht* liability of over 600 million *Reichsmarks*. Substantial property claims thus remain unpaid six decades

later.

Policy Confiscation in Axis-Conquered Lands

Systematic looting of insurance assets in Nazi-conquered lands began as early as April 1939 in occupied Czechoslovakia (see Appendix C), targeting Jews and political prisoners who were being deported to ghettos and camps. Jewish insurance policies were the prime targets for confiscation.

Insurers operating in Nazi-occupied Eastern and Central Europe surrendered large numbers of life policies to the regime before and during the war, transferring those cash values or benefit proceeds to Nazi-controlled bank accounts in Germany.

Authorities commonly obtained “power of attorney” or ownership rights to insurance assets acquired under duress from victims at the time of their deportation.

Companies treated those payouts as routine redemptions, terminating any further contractual responsibility on their part, even though the policyholder or named beneficiaries did not receive any proceeds.

Once surrendered, policies were no longer considered “in force” and did not require the customary reserves backing their full face value.

However, since policyholders and their heirs were never paid, the insurers are still contractually obligated to honor claims relating to these policies, regardless of post-war Communist government nationalizations.

Forced Reduction of Policy Values

Initial regulations forbidding Jews from engaging in commerce or financial exchanges were the prelude to mass deportations to ghettos and death camps. Virtually every Jew holding a life insurance policy was forced under these circumstances to stop paying premiums.

Policyholders’ failure to pay premiums resulted in some companies unilaterally converting large numbers of life policies, presumably those of Holocaust victims, to reduced “paid-up” status (see Appendix A).

Under normal conditions, the conversion to “paid-up” status meant premiums would no longer be required and coverage would remain in force, although the policy’s face value would be reduced to a fraction of the original level and premium reserves backing the policy reduced accordingly. The carrier then would be free to absorb those funds for other purposes.

Under the circumstances created by the Holocaust, there was no requirement for companies to retain those freed assets in local accounts that were controlled by their foreign branch offices.

The Swiss Company *Basler (Baloise)* admitted in public testimony before U.S. Insurance Commissioners that it converted policies this way. *Basler*, active in the German market throughout Hitler’s Third Reich, maintained reserves to pay future claims related to these policies. When none materialized over a period of years, *Basler* absorbed the reserves and likely transferred them back to Switzerland or distributed them in the form of dividends.

Deaths of Policyholders and the Timing of Insurance Claims

In hundreds of thousands, perhaps millions, of cases, significant time passed between the death of a policyholder at the hands of the Nazis and the post-WW II nationalization of the issuing insurance company’s assets in Central and Eastern Europe.

There are documented cases of legal beneficiaries of policyholders who died in ghettos or concentration camps being refused benefits after the war because the insurer claimed the policies were canceled for “non-payment” of premiums. The “non-payment” was the direct result of the imprisonment or death of the owners at the hands of the Nazi/Fascist regime.

If a policy was voided for this reason, companies would not have been obligated to maintain the reserves normally required to back such policies and the funds would have been absorbed by the insurer and not held at branch offices in Eastern and Central Europe.

Marta Drucker Cornell's father, a Czechoslovakian doctor purchased both life and dowry policies from *Generali* and *Reunione Adriatica de Sicurita*, beginning in the early 1920s.

The Drucker family was imprisoned by the Nazis first in the Terezin ghetto and then deported to a concentration camp where all except Mrs. Cornell died.

When she attempted to collect the benefits and cash values of the policies after the war, the insurers refused to pay, arguing the policies were cancelled when her father failed to make premium payments while imprisoned in Terezin.

Asset Movements Prior to Nationalization and the Process of State Expropriation

Italian companies with foreign subsidiaries and branch offices, such as *Generali*, were prevented by Allied Occupation Forces from directing business operations outside Italy during 1944 and 1945.

Under those conditions, some foreign offices and agencies of Italian, as well as German insurance concerns may also have suspended operations in the Nazi-occupied countries well before the nationalization decrees issued by post-war Communist governments.

Growing up in the 1930s in Hungary, Elza Krausz remembered making regular trips to the post office with her father Jeno to mail his insurance premium payments to the branch office of *Generali* in Budapest.

In early 1944, Jeno and all the able-bodied men in their village were rounded up and deported to Nazi labor camps, never again to be seen by their families.

His daughter Elza was also deported but survived imprisonment in labor camps in Poland and Germany, returning home alone and penniless after the war.

In 1947 she visited the Budapest branch of *Generali*, where she received confirmation of her father's policy, but was denied payment. The reason given: "The Russians had taken all the money."

Forced to flee Hungary in 1956, Elza Krausz unsuccessfully pursued her claim again in 1969 after settling in Canada.

Her son Tibor, now a Washington State resident, has filed a claim on his ailing mother's behalf through the Office of the Insurance Commissioner of Washington.

For example, during the process of liquidating the assets of foreign insurers, the Communist government in Poland discovered that two German firms, *Versicherungsbank* and *Aachener und Munchener Versicherung*, did not possess any significant movable assets or real properties in Poland by the war's end. Reserves, securities and other assets of these carriers that existed after the war had already been removed to Germany.

Czechoslovakia's Communist regime revealed in 1947 it did not yet have information on premium reserves and bank accounts, nor did it possess pertinent insurance records and documents, even though it had formally claimed ownership of such carrier assets in 1945.

Documents also show that in 1947 the Czechoslovakian government did not seem to know where insurance assets were located when it sought a detailed description of the Czechoslovakian portfolios and assets from the head offices in Germany of the *Karlsruher* Life Insurance Company and the *Harmonie* firm, formerly of Nürnberg.

Section IV

Insurer Liability Today

Companies that sold insurance before World War II to Holocaust victims are among the world's largest today. They operate either directly or through subsidiaries in the United States and are subject to regulation in the U.S.

The largest Central and Eastern European insurers who sold policies to Holocaust victims are among the world's largest insurance carriers in existence today, with substantial operations in the United States that are subject to government regulations.

For example, *Alliance AG*, headquartered in Munich, Germany, collects in excess of \$6 billion in U.S. premiums ¹ and owns such well-known insurance subsidiaries in North America as Fireman's Fund, National Surety Corporation, American Automobile Insurance Company, and San Francisco Reinsurance Company.

Assicurazioni Generali of Rome, Italy earns over \$624 million annually ² from premiums collected in the U.S. and owns other non-insurance U.S. investments.

Legal Challenges to State Expropriation of Insurance Policies

The foregoing discussion indicates that the post-war nationalization process relates to only an isolated number of cases. However, even when expropriation of assets by a government has been documented, several U.S. court cases hold that insurance companies are liable to their policyholders.

Refugees have repeatedly brought suit in the United States to collect on insurance policies they had purchased in their native countries, written by

¹ Senn, Deborah, *Summary Report, of the NAIC Holocaust Insurance Issues Working Group, Office of the Insurance Commissioner, Washington State, June 1, 1998, Appendix A.*

² Ibid.

insurers operating abroad, after their policies and assets were confiscated by Communist governments.

Some cases, originating six decades ago in New York State courts, denied recovery for policies of Russian branch offices confiscated by the Soviets and policies of German Jews confiscated by the Nazis from Swiss companies with branch offices in Germany.

However, Florida and the U.S. Fifth Circuit Court of Appeals have more recently upheld insurance company liability, despite branch office confiscations, and have granted relief to claimants.

The “Act of State” Doctrine

In defending their refusal to pay Holocaust-era insurance claims originating in Eastern Europe, companies have relied primarily on the “Act of State” doctrine, specifically adopted as binding on U.S. courts by the U.S. Supreme Court in a 1964 case, *Banco National de Cuba v. Sabbatino*, one of numerous cases growing out of the Castro regime’s confiscations.³

The Court described the “classic American statement of the Act of State” doctrine as follows:

Every sovereign state is bound to respect the independence of every other sovereign state, and the courts of one country will not sit in judgment on the acts of the government of another, done within its own territory. Redress of grievances by reason of such acts must be obtained through the means open to be availed of the sovereign powers as between themselves.

³ In *Sabbatino*, the Court applied the doctrine to preclude recovery of the proceeds of sugar confiscated from an American entity in Cuba, and subsequently shipped out of the country. Finding the sugar had been in Cuba at the time of confiscation, the Court refused to examine the confiscation, or the ownership of its proceeds by the Cuban government or its successors.

The “Bernstein Exception”

The U. S. Second Circuit in 1949 initially followed several New York State decisions, refusing to permit challenges to Nazi confiscations, based on the “Act of State” doctrine.⁴

However, that federal panel ultimately developed the “Bernstein Exception” as a way to avoid deference to Nazi expropriations of Jewish property.

This exception grew out of the ownership of assets of Red Star Line, previously owned by Bernstein, and certain insurance proceeds on damaged property.

Bernstein had been arrested by the Gestapo, imprisoned, and compelled to sign over ownership of his steamship company to a Nazi designee. The Court initially held that to the extent he alleged that he acted under the duress of “Nazi officials” any action would be barred by the “Act of State” doctrine.

But the U.S. State Department subsequently issued a circular that stated that

[I]t is this government's policy to undo the forced transfers and restitute identifiable property to the victims of Nazi persecution wrongfully deprived of such property; and Y the policy of the Executive, with respect to claims asserting in the United States for restitution of such property, is to relieve American courts from any restraint upon the exercise of their jurisdiction to pass upon the validity of the acts of Nazi officials.

The Second U.S. Circuit Court of Appeals then ruled that circular amended “...our mandate in this case by striking out all restraints based on the inability of the court to pass on acts of officials in Germany during the period in question.” Thus, the “Bernstein Exception” indicates that the judicial branch will ignore the “Act of State” doctrine and pass on the acts of foreign governments if it receives unambiguous authorization to do so from the executive branch.⁵

⁴ see *Bernstein v. N.V. Nederlandsche*, 173 F.2d 71 (2nd. Cir. 1949)

⁵ The Supreme Court has never passed on this doctrine.

U.S. Courts and Recent Communist Expropriation Cases

More recently, a line of cases from the Fifth Circuit provides authority for recovering insurance proceeds, despite Communist government confiscation of an insurer's issuing branch office and the assets of that branch.

These examples closely resemble claims arising from Holocaust-era policies originally issued by branch offices of multi-national insurers in Central and Eastern Europe later subjected to post-war Communist government expropriation.

Pre-Castro Cuban Insurance and Nationalization

The Cuban cases arise from insurance policies payable in Cuban pesos and sold to Cubans by American and other insurers doing business in Cuba, through branch offices that were confiscated by Cuba's Communist regime.

American insurers did business in pre-Castro Cuba through local branches. Those companies were required to maintain securities deposits in Cuba "to gain the right to do business in Cuba."

This requirement is akin to conditions applied to foreign insurers by pre-WW II governments in Eastern and Central Europe.

Some policies were payable to beneficiaries in the U.S. as well as Cuba. But others provided that "all premiums, all benefits and all claims payable under its terms be demanded and payable in the national currency of Cuba, in Havana, Cuba...."

After Castro seized power and installed a Communist government, policy owners or beneficiaries who fled to the U.S. eventually brought suit in American courts to collect claims based on their Cuban policies.

Prior to Castro's general expropriation of American-owned insurance company branches, individual policies attributable to certain individual policyholders who had fled Cuba were individually confiscated, with the reserves for those policies taken by the Cuban government. In those cases,

the "Cuban government retained the proceeds [of the policies] and ...

absolved [the insurer] from further liability...” to the policyholder.

However, the Fifth U. S. Circuit Court of Appeals held that those companies were required to pay their policyholders notwithstanding the expropriations. The Court concluded:

It is difficult to see how the seizure of the assets of the insuring obligors would of itself change the rights of the insured obligees to be paid.... Recovery is not precluded by the act of state doctrine. The contractual rights of [the Plaintiffs] were not expropriated, and probably could not have been.⁶

In another case, *Confederation Life Association v. Vega y Arminan*,⁷ the Florida state court considered a claim by a Cuban refugee resident in that state against a Canadian insurer.

The company had not been confiscated, but relied on Cuban laws prohibiting payments outside Cuba to deny the claim in question. It contended, consistent with its policy and Cuban law, that it was liable for payment only at its Havana office in Cuban pesos.

The Florida Court concluded that the site of the obligation to pay the policy’s cash surrender was not in Cuba, and that Cuban law did not control.⁸ In addition, the Court, exercising its powers as a court of equity, held that recovery under the policy was necessary to prevent unjust enrichment of the insurer.

The Cuban confiscation cases thus support the contention that policies allowing proceeds to be paid in a country other than the one of issuance (a common feature of policies written in pre-Holocaust Europe by large multinational insurers) should be paid regardless of confiscations or currency exchange rules subsequently imposed by the Nazi regime. A

⁶ *Blanco v. Pan American Life Insurance Co.*, 362 F.2d at 170 (emphasis added). See also a related case, *Oliva, v. Pan American Life Insurance Co.*, 448 F.2d 217, 219 (5th Cir. 1971).

⁷ 207 So. 2d 33 (Fla. App., 1968). See also *Pan American Life Ins. Co. vs. Recio*, 154 So.2d 197 (Fl App., 1963).

⁸ “In the instant case, there is no doubt that the Plaintiff would have an absolute right to a meaningful recovery were it not for the revolution in Cuba. [S]ince the primary purpose of this transaction is the payment of the cash surrender value of the policy after a period of twenty (20) years, and the provision of payment being made in Havana is merely for the convenience of the parties, there is no equitable reason why the plaintiff should not recover” (*Vega*, 207 So.2d at 36-37).

purpose and effect of such a provision in an insurance policy is to provide protection from changes in the issuing country's law and government.

South Vietnam's Communist Seizure of U.S. Branch Bank Assets

Another case relevant to Holocaust-era insurance claims and nationalization involves South Vietnamese corporations and individuals that sued to recover deposits in the U.S.-owned Chase Manhattan Bank's Saigon branch.⁹

Chase closed the branch April 24, 1975, anticipating the fall of Saigon, and left its records with the French Embassy. Those records were later turned over to the Communists. The Communists entered Saigon about May 1, issuing a proclamation asserting the new government had confiscated Chase's assets.

In a parallel to the Holocaust-era insurance question, the U.S. Court held that due to Chase's closure of its branch, the deposits no longer had their place of business there, and thus could not be confiscated by Vietnam's Communist government.

Chase was found responsible to its depositors for those deposits, despite their confiscation by the Vietnamese. This supports the argument that attempts by a state to confiscate insurance policies issued by a closed branch to former residents are invalid, and an insurer's debts and obligations automatically revert to its home office abroad.

⁹ *Vishipco Line v. The Chase Manhattan Bank*, 660 F.2d 854, 862 (2nd Cir. 1981)

Section V

Implementing a Claims Process

Since Communist expropriation of insurance assets in Central and Eastern Europe occurred after World War II, they are not connected to events that occurred during and before the war – specifically the deaths and property losses of Holocaust victims. Therefore, a process to resolve unpaid Holocaust-era insurance claims and pay rightful claimants the full value of what is owed them can be implemented immediately.

The preceding analysis identifies the legal, material and moral responsibility of insurers to pay the unpaid claims of Holocaust victims and/or their heirs.

Additional research to be completed by the International Commission on Holocaust-era Insurance Claims and other interested parties can provide the structure for a just claims process.

Information to be Obtained from Insurer and Reinsurer Records:

- Quantity and the types of policies confiscated, both in Reich territory and conquered lands, and the total value of those policies
- Proportion of total insurance policies in force looted by the Nazis and Fascists in areas they controlled
- Methods used to loot assets from Jewish and other targeted individual policyholders and to transfer them to the Axis governments.
- The extent of private insurer collusion with the Nazi regime in confiscating insurance assets
- The fate of unconfiscated policies
- Financial benefits to insurers for their role in confiscation

- Number of insurance policies covered in post-WW II compensation and restitution payments made to Holocaust victims by the West German government
- Total post-WW II German government compensation, and how payments to individuals were calculated
- If companies in 1945 maintained reserves backing life policies, including those previously confiscated or for policyholders who died
- If assets connected with the life policies of Holocaust victims were transferred from eastern Europe to home offices in Italy and Germany during WW II
- Confirmation of the sequence of decrees issued and actions taken by governments affecting the assets of “foreign” insurance companies
- Determination of the process through which actual assets and property were frozen and then transferred to the control of the state
- Discovery if insurance companies subsequently received compensation for nationalized assets through treaty or other arrangements. If so, any record of individual policyholders or heirs receiving compensation or distributions
- Treatment of claims arising from policies written by companies no longer in existence
- Number of Holocaust-era insurers still in existence
- Impact of post-WW II corporate mergers and acquisitions in the European insurance industry on a claims resolution process.

Conclusion

Post-WW II Nationalization Has No Impact on Insurers' Liability for Unpaid Holocaust-era Claims

Holocaust-era insurance obligations are not only unaffected by the passage of time, they are also unaffected by post-World War II Communist regime confiscations in Central and Eastern Europe because the “insurance events” triggering claims – the deaths and/or property losses of the policyholders – preceded such actions.

Although insurance markets varied from country to country in pre-Holocaust Central and Eastern Europe, hundreds of thousands of unpaid policies were confiscated by the Axis regimes during World War II with the cooperation of German and Italian insurers that also benefited from this theft.

Because such claims remain unpaid, and because there is legal basis to enforce payment through the U.S. legal system, a process still can be implemented to resolve them today, despite the passage of more than a half century.

A just claims process would be based on the records and history of German, Italian and other implicated insurers and reinsurers who sold the policies either directly or through subsidiaries or “colonized” firms before the Holocaust, as well as their records of individual policies and the records held by Holocaust-era victims and/or their heirs.

APPENDIX A

Life Insurance

Knowledge of the common features of life insurance contracts¹⁰ in force during the years before and during the Holocaust is important to an understanding of confiscation, looting and benefit denial perpetrated on hundreds of thousands, and perhaps millions of Jewish and other policyholders in Europe.

The predominant form of life insurance in pre-WW II Europe was “whole life,” a policy that runs for the full life of the insured, amassing a cash value as premiums are paid. In most cases, premiums are paid for a fixed period of time, after which time the premium period is completed and the policy is “paid up.” A policy comes due in the full amount (or “face value”) at the time of death or, in the case of an endowment-type policy, upon a designated maturity date, say, when a daughter for whom a dowry policy was purchased reaches the age of 21. Some types of whole life policies return dividends to policyholders after a specified period of time.

Prior to maturity, the insured party generally can claim, upon demand, an amount variously called the “cash,” “redemption” or “repurchase” value of the policy. This sum, which grows over time as premiums are paid, can be collected by the policyholder by “surrendering” or “cashing out” the policy, thus terminating all benefits. It is also possible for insured persons to borrow against the cash value of their life policies, paying back the loan without affecting the basic conditions of the policy.

While life insurance contracts vary widely across time and countries, emerging evidence from the pre-WW II period indicates that some standard features were present in policies sold by leading carriers in Eastern and Central Europe. These are:

¹⁰ Life insurance was generally a regulated business in pre-war Europe. Not only did established companies operate according to basic industry standards relating to marketing, accounting methods and fiduciary responsibilities, governments required insurers to maintain cash and other asset reserves backing policies in force, therefore guaranteeing the companies’ ability to pay out benefits as promised. These reserves were calculated based on the face values of existing policies. Special licenses and fees were sometimes required for “foreign” companies to sell insurance in certain countries.

- Once a certain cash value had accumulated, contracts generally allowed the insured the right to end premium payments without risk of forfeiture and to receive a “reduced paid-up benefit,” an amount smaller than the original face value of the policy. In some instances, the conversion to a paid-up amount was triggered automatically by the suspension of premium payments. In any event, this reduced benefit was due to the policyholder or beneficiaries upon death or a maturity date. Some contracts allowed for the resumption of premium payments and restoring the converted policy to its original status.
- A policy could also be terminated by the company when an insured person failed to pay the premium. In such a case, the policy was no longer in force but the cash value was still redeemable to the policyholder.
- If premium payments were missed, some life contracts may have contained a provision allowing for automatic premium loans to be taken from the policy's cash value to prevent an unintentional lapse in coverage.

APPENDIX B

Reinsurance

Reinsurance is one of the most important – but least understood – aspects of the insurance business. Reinsurance is a form of insurance that direct insurance companies (those writing policies directly for insured parties) buy for their own protection.

Simply stated, the direct insurer gives or “cedes” a portion of its liability to the reinsurer. The reinsurer agrees to accept some of the risks from the direct insurer, commonly in exchange for a share of premium income collected and sometimes for a role in the management of the company through its board of directors. Reinsurance allows direct insurers to protect themselves from catastrophic losses they could not withstand on their own, to extend their capacity or business volume, and to share in especially large or unusual risks.

In Europe, the modern reinsurance industry was pioneered by the Munich Reinsurance Company (*Münchener Rückversicherung*) in the early years of the 20th Century.

Two major firms, Munich Reinsurance and Swiss Reinsurance dominated the pre-WW II European reinsurance industry. In addition to reinsurance ties with firms across Europe and beyond, these companies had direct financial interests in carriers that sold policies directly to consumers. For example, Munich Reinsurance founded and controlled Germany's *Allianz*, a life insurance company. Among the financial interests of Swiss Reinsurance was *Der Anker*, a leading life insurer on the continent, and the dominant privately-held Polish life insurer, the *Vita-Kotwica*.

Before the war, Axis firms derived substantial income from European countries through their dominance of the reinsurance business. For example, trade estimates of reinsurance premiums collected by German firms in 1939 indicate more than half came from foreign sources, including the U.S. As the Axis powers spread, Munich Reinsurance gained preeminent status in European reinsurance, a position it continues to enjoy today.

APPENDIX C

Looting of Insurance Assets in Czechoslovakia: A Case Study

The experience of Czechoslovakia provides a dramatic case study of how the Nazi looting machine functioned. At the time of the Nazi annexation of the Sudetanland in September 1938, all insurance business in that region was transferred to a closely-knit group of German, Austrian, Italian and Swiss companies. Most Jews formerly residing in the annexed lands abandoned their property to escape German control and their assets became the earliest target of confiscation.

In March 1939, when German armies occupied Czech lands and established the Protectorate of Bohemia and Moravia¹¹, a rapid process of “Aryanization” of the Czech economy was undertaken. Anti-Jewish laws were quickly implemented along the lines already established in Germany and Austria. All financial transactions, including proceeds of insurance payments to Jews, required formal approval from the authorities. Documentary evidence suggests that in the first few months after the regulations went into effect, Jewish policyholders actively sought to redeem their policies for cash value. After June 1939, more stringent controls were in place, requiring assets to be reported and any insurance proceeds placed in blocked accounts, unavailable to policyholders. These assets were later confiscated and presumably transferred to Germany.

Those few individuals in 1939 and after who found safe haven outside of the Protectorate lost insurance benefits to confiscation by the state. For most others, though, deportation to ghettos like *Terezin* or extermination camps in Poland became the common form of “emigration.” The amount of confiscated property rose dramatically as a result of mass deportations, requiring the establishment of a special office in 1941 to administer the accumulated property.

¹¹ A German-controlled rump state, the Slovak Republic, was established in the eastern region of the former Czechoslovak territory. A similar pattern of confiscation of insurance assets was carried out by the pro-Fascist Slovak authorities.

In 1942, the Nazis broadened their effort to identify and seize life insurance policies owned by Czech Jews. On order of the Gestapo, extensive lists of targeted individuals were circulated among all active life carriers by the Central Association of Insurance Companies in Bohemia and Moravia. Companies were required to report any policies owned by those persons to the Protectorate's "Property Office".

By July 1942, records of the Gestapo in Prague indicate that over 54 million Crowns (roughly equivalent to five million *Reichsmarks*) of life insurance assets in the form of cash values had been confiscated under their authority.¹² Forty percent of this total was transmitted by the Italian company *Generali* alone; another 25% was handed over by the German insurer *Victoria* of Berlin. Confiscation proceeded until the end of the Protectorate in 1945.

Research by the Czech government is currently being conducted to obtain a fuller picture of the history of Nazi confiscation, the role of private companies, and the amount of assets stolen from Czech Jews and other victims of Nazi oppression.

¹² It is not yet clear whether this total represented assets seized from the Prague district only or larger areas of the Protectorate. It did not include assets from the Sudetanland or the puppet Slovak state.